OF FAIRBANK AFFIRMED.

Supreme Court Decides that Theodore C. Whitcomb Must Pay Big Judgment-Other Court Grist.

The Appellate Court yesterday affirmed the judgment recovered by Zimri C. Lewis against the owners of Fairbank summer resort in this city. Damages in the sum of \$200 had been awarded by the lower court. The proposition that a resort of this character in a residence district constituted a nuisance was settled in a previous decision, and the interesting point in the decree of yesterday was that an agreement between several property owners and the plaintiff's attorney that all the former would contribute toward the costs of the case if the suit falled, and that the attorneys should have no fee unless successful would not defeat the plaintiff's action. When the appeal from the lower court was taken Lewis disposed of his home on Capitol avenue across the street from Fair- On the 31st day of December, 1902 It is located at No. 346 Broadway, New bank, and according to report the property passed into the hands of the Terre Haute Brewing Company. Besides the awarding of damages in the sum given the decision forbids the illegal sale of intoxicating liquors or other unlawful conduct by which the plaintiff might be annoyed or the value of his property affected.

DUDLEY CASE IN SUPREME COURT. Appeal Taken by Maxwell's Attorneys

from Sullivan Court. The Dudley case reached the Supreme

Court yesterday in the form of an appeal taken by the attorneys of Coroner Maxwell from the decision of the Sullivan Circuit Court. In the suit brought by the coroner to oust Sheriff Dudley from office on account of his surrender of James Dillard to | Cash on hand and in the hands of a mob last November the lower court decided in favor of Dudley.

enortly after the lynching of Dillard overnor Durbin decided that Dudley had forfeited his office in failing to protect the negro from mob violence. The sheriff had been elected for a second term beginning Jan. 1, 1903, at the time of the lynching, but the time for his new term to begin had not arrived, and so he insisted that even though he may have forfeited the office of sheriff for the remaining five weeks of his first term, he had a right to qualify and serve a second term, as if no forfeiture had ever taken place. The coroner's suit was not filed until after Dudley had given bond and been sworn in for a second term.

Liability of Townships.

An appeal from the Monroe county Circuit Court filed in the Supreme Court yesterday brings up a question as to the liathose in towns or cities. In the case in point children in a township school near while the term of the township school was | ment is now on file in this office. but five months. An attempt was made to coilect tuition fees from the township for the full term, but payment was refused on the ground that the county could not collect only for such time equal to that of the township school course. The township enjoined the county auditor from charging it with nine months' tuition and the auditor appealed.

Grand Jury Report.

The grand jury will probably return several indictments in a partial report to be submitted to-day. The calendar of the Criminal Court holds none but grave-robbing cases, and Judge Alford has no cases to try within the next few days unless some work is provided in a report of the

The Alexander case, Prosecutor Ruckelshaus says, will be tried again as soon as the regular session of the grand jury is over and the persons indicted by its report have been tried by Judge Alford. No definite date has been set, but one will be later, the prosecutor said yesterday.

Big Judgment Affirmed.

The judgment of \$9,639 recovered by the receiver of the Eureka Savings and Loan Association against Theodore C. Whitcomb. its former secretary, was affirmed by the Supreme Court yesterday. The defendant made the contention that he was not within the jurisdiction of the Supreme Court because he is not a resident of the State. The court, however, held that as he had filed a claim with the receiver of the insolvent company he thereby submitted to the juris-diction of the court.

Bankruptcy Petitions.

Julius Wohlfeid, a furrier of this city filed a petition yesterday in the Federal Court asking that he be declared a bankrupt. He owes \$9,151.03 and has \$490 with which to pay his creditors.

Edward, Jeremiah and Francis Stanard, of Springville, Ind., also filed a petition asking to be declared bankrupts. They operated a general store up to the year 1893. They contracted debts amounting to \$23,-531.16 and have no money to liquidate them

Ordinance Held Void.

A street-paving case from Evansville was decided in the Appellate Court yesterday. and that tribunal held that a city ordinance for the pavement of a strip along one side of a street at the expense of abutting property owners on one side only is Judge Wiley held that where a street pavement is laid under the provisions of the Barrett law the statute requires that | it was too late to ask for a change of judge the cost shall be assessed against property owners on both sides.

Administrator Appointed.

Benjamin F. Trader was given letters of administration of the estate of Harry Tradcr. who was accidentally killed at the Indianapolis hominy mills a few days ago, by Probate Commisioner Walker yesterday. The claim of Trader's relatives for damages from the firm has been compromised, and the letters of administration were necessary to make the settlement legal.

Benjamin Carp Insane.

Benjamin Carp, who is now confined in the police station, was adjudged insane yesterday and will be committed to the Central Hospital. Carp is a tailor and thirty-five years old. He has many peculiarities, and among his hallucinations is a preference to sleep under a couch rather than

THE COURT RECORD.

SUPERIOR COURT. Room 2-James M. Leathers, Judge. Maurice D. Cleary vs. Riverside Construction Company; contract. On trial by jury. Room 3-Vinson Carter, Judge. Daniel Barrett, by Edward Barrett, his next friend, v. The Indianapolis Street-

railway Company; damages. Jury return verdict for defendant. Judgment against plaintiff and next friend for costs. Thomas Galvin vs. Indianapolis Streetrailway Company; damages. Dismissed by agreement at defendant's costs. NEW SUITS.

Daniel D. Pike vs. Carrie Ritter and F. O. Ritter; judgment on note. Superior Court. City Bond Company vs. Paul C. Plaster et al.; complaint on improvement lien. Superior Court, Room 1. Albert Gant vs. Comstock & Coonse; dam-

ages. Superior Court, Room 3. HIGHER COURTS' RECORD.

SUPREME COURT.

-Presenting Dismissal-Filing Set Off .-Whitcomb vs. Stringer, receiver. Marion S. C. Affirmed. Hadley, C. J The preparation of a written dismissal and giving notice to the judge and adverse counsel of an intention to file it at the soon recess when the court was not session did not constitute a dismissal of the action so as to deprive defendant of ght to file a plea of set-off immediate- Gibson C. C. Reversed. Wiley, J.—Under

OHN WOCHER

INSURANCE, LOANS, REAL ESTATE and INVESTMENTS

Leading Insurance Agency in the State—All Losses Adjusted and Paid from This Office

Both Phones 295

Aetna Building, 28 N. Pennsylvania St., INDIANAPOLIS, IND.

Copy of Statement of the Condition OF THE

New York Plate Glass

Insurance Co.

It is located at No. 42 Cedar street, New York.

MAX DANZIGER, President.

MAJOR A. WHITE, Secretary. The amount of its capital is \$100,000.00

The amount of its capital paid up is 100,000.00 The Assets of the Company in the United States are as follows:

Bonds owned by the company, bearing interest at the rate of - per cent., secured as follows: ocks and bonds Debts for premiums 62,030.00

Total assets \$545,731.45 LIABILITIES. Losses unadjusted

Dividend, declared, not yet due... All other claims against the company Amount necessary to reinsure outstanding risks 230,012.55 Total liabilities \$245,931.60

I, the undersigned, auditor of state of bility of townships which may transfer the State of Indiana, hereby certify that school children from district schools to the above is a correct copy of the statement of the condition of the above-mentioned company on the 31st day of Decem-Bloomington were transferred to the city ber, 1902, as shown by the original stateschool, the term of which was nine months, ment, and that the said original state-

State of Indiana, office of Auditor of State.

In testimony whereof, I hereunto subscribe my name and affix my offiruary, 1903. D. E. SHERRICK, Auditor of State.

WILLIAM A. MOORE, President.

State of Indiana, office of Auditor of State,

4th day of February, 1903.

tually been filed. 2. When evidence of a

file an affirmative plea of set-off asking

3. Appellant was not harmed by a direc-

tion to the receiver to remit an excess for which the court had found against him,

before the rendition of judgment. 4.
The allegation that defendant collect-

ed money belonging to plaintiff which he

failed and refused to pay over necessarily

implied a demand. 5. After a claim against

a receiver had been on trial for thirty days

-City Debt-What Constitutes-Damages .-

19778. Heinl vs. City of Terre Haute et al.

Vigo C. C. Affirmed. Jordan, J. 1. Bonds issued by a school city and ex-

ecuted by its trustees for the purchase of

land for school buildings cannot be in-

of the civil city and determining whether

the constitutional limit has been exceeded.

2. A judgment of the Circuit Court against

the city for damages upon proper proceed-

ings for opening a street is a legitimate

debt for the payment of which the city

may borrow money and issue bonds, under

Section 30, Page 270, Acts 1899. 20083. The Arrow Company vs. Finch.

Madison C. C. Appeal dismissed as per

-New Cases .-

School Township. Monroe C. C. Record. Assignment of errors. Submitted by agree-

coroner, vs. John S. Dudley. Sullivan C. C.

APPELLATE COURT.

Foreclosure-Parties-Exhibit.

S. C. Affirmed, Robinson, J.-1. The hold-

er of a sheriff's deed, upon purchase of

land at a sale on foreclosure of a mortgage.

such mortgage who were not made parties

to the foreclosure suit, and to have their

right of redemption from the foreclosure

sale cut off unless exercised pursuant to a

decree rendered in his suit. 2. The pur-

chaser at foreclosure sale having assigned

his certificate of purchase to plaintiff, who

took a deed thereon, is not a necessary party to such suit. 3. A judgment is not a written instrument of which a copy must

Express Trust-Special Finding.

Knox C. C. Reversed. Roby, C. J .- 1. The

deed of trust from a mortgagee to his as-

signee for the benefit of creditors is not the

foundation of a suit by the trustee to fore-

part of the complaint by filing it therewith.

his property to "C. M. Trustee," without

any statement of the nature of the trust,

does not show that such trustee has au-

without making the assignor a defendant

no written assignment having been made.

Improvements-Assessments-One Side.

为,是是一种的一种,但是一种的一种,但是一种的一种,但是一种的一种的一种,但是一种的一种的一种,但是一种的一种的一种,但是一种的一种,但是一种的一种,但是一种的

thority to sue on the note and mortgage

A finding that the mortgagee conveyed

close the mortgage and does not become a

4246. Green et al. vs. McCord, trustee.

be filed with a complaint thereon.

is entitled to a decree of strict foreclosure against the holders of judgments junior to

4300. Kelley et al. vs. Houts et al. Allen

Bond. Submitted by agreement.

Samuel M. Kerr, auditor, vs. Perry

State ex rel. William P. Maxwell,

Assignment of errors. In term.

cluded in estimating the total indebtedness

or a trial by jury.

judgment over against plaintiff.

COPY OF STATEMENT OF THE CONDITION

DETROIT FIRE AND MARINE INS. CO.

On the 31st day of December, 1902.

It is located at No. 91 Griswold street, Detroit, Mich.

The amount of its capital is...... \$500,000.00

The amount of its capital paid up is...... 500,000.00

The Assets of the Company in the United States are as follows:

Cash on hand and in the hands of agents or other persons \$43,056.51

Real estate unincumbered 349,675.42

All other securities 22,882.94

LIABILITIES.

All other claims against the company...... 22,197.55

Amount necessary to reinsure outstanding risks 266,180.88

I, the undersigned, auditor of state of the State of Indiana, hereby certify that the

above is a correct copy of the statement of the condition of the above-mentioned com-

pany on the 31st day of December, 1902, as shown by the original statement, and that the said original statement is now on file in this office.

In testimony whereof, I hereunto subscribe my name and affix my official seal this

set-off had been presented by a receiver by only be exercised by assessing such cost agreement under the general denial, the against all abutting property on both sides court had a right to direct the receiver to of the street which is benefited by the im-

Bonds owned by the company, bearing interest at the rate of - per cent.

Debts otherwise secured

Debts for premiums

Copy of Statement of the Condition

OF THE United States Branch of the

Ocean Accident & Guarantee Corporation LIM.TED

On the 31st day of December, 1902

York City, N. Y. OSCAR ISING, General Manager.

Home Office, London, England.

The amount of its deposit capital is .. \$250,000

The Assets of the Company in the United States are as follows: Cash on hand and in the hands of agents or other persons \$147,604.04
Bonds and stocks owned by the company, bearing interest at the rate of — per cent. per annum, as per schedule filed..... 1,824,291.25 Debts for premiums (net)...... 105,255.68 All other securities (accrued interest)

.\$2,095,617.21 Total assets LIABILITIES. Losses adjusted and due, losses adjusted and not due, losses unadjusted, losses in suspense, waiting for further proof-Contingent reserve for claims and claims resisted for employers... \$260,551.00 All other claims against the company Amount necessary to reinsure

outstanding risks

Total liabilities \$866,944.6 State of Indiana, Office of Auditor of State. I, the undersigned, auditor of state of the State of Indiana, hereby certify that the above is a correct copy of the statement of the above is a correct copy of the state- the above is a correct copy of the statethe condition of the above-mentioned company on the 31st day of December, 1902, as shown by the original statement, and that

this office. In testimony whereof I hereunto subscribe my name and affix my offi-[SEAL.] cial seal this 13th day of Feb- [SEAL.] cial seal this 4th day of February, 1903. D. E. SHERRICK, Auditor of State.

A. H. M'DONELL, Secretary.

D. E. SHERRICK, Auditor of State.

of a street against abutting property can

provement. Where the pavement is con-structed only on one side of center of the

street the cost must still be borne by all

abutting property, and if the cost is arbi-

trarily assessed only against abutting prop-

erty on the one side, such assessment is

Beer Garden-Nuisance-Champerty.

4259. Tron et al. vs. Lewis. Boone C. C.

Affirmed. Black, P. J.-1. A drinking re-

town, may constitute a nuisance entitling

4452. Indiana N. G. and O. Company vs. Vauble. Fulton C. C. Appellee's additional

authorities struck out on appellant's mo-

4511. H. W. & E. C. Street-railway Com-

pany vs. Eads. Lake C. C. Appellant's pe-

tition to file additional index granted and

-Minutes.-

441. The Clear Creek Stone Company vs.

Appellant's dismissal and petition to with-

4655. Samuel D. Blair vs. Florence Whit-

aker. Vanderburg S. C. Appellant's brief (8.)

-New Case .-

4732. The Clear Creek Stone Company vs.

Frank Carmichael, minor. Brown C. C.

Record. Assignment of errors. Notice to

RECENT LEGAL OPINIONS.

-Trade Names-Periodicals Not Compet-

Plaintiff published in Maine a periodical

under the name of "Comfort," which circu-

lated chiefly in country districts, and con-

tained stories and advertisements of con-

cerns desiring to reach that class of read-

ers. Later defendant started a periodical which he named "Home Comfort." It was

published in New York, treated of the care

and hygiene of infants and its advertising

matter was largely of a different character from that of plaintiff's publication. The

two publications were different in size, ap-

pearance and price and there was no evi-

dence of any intention on the part of de-

fendant to deceive either purchasers or ad-

vertisers. Held that the two publications

were not in fact competitors, and that

plaintiff was not entitled to an injunction

Frank Carmichael, minor. Brown C.

petition to file brief denied.

Monroe C. C.

the said original statement is now on file in

Copy of Statement of the Condition OF THE

Insurance Co.

On the 31st day of December, 1902

Located at Hartford, Conn. / WILLIAM B. CLARK, President. W. H. KING, Secretary.

Capital stock subscribed is......\$4,000,000 The Assets of the Company are as follows:

Real estate unincumbered...... \$130,000.00 Loaned on bond and mortgage... Cash on hand and in bank 1,286,673.92 Gross amount in hands of agents 642,295.59 and in transit United States stocks and bonds. 136,500.00 State stocks and bonds..... 125,160.00 County, city and town stocks and bonds 1,420,388.47 Railroad bonds 5,654,582 50 784,500,00 stocks

Hartford bank stocks

Philadelphia bank stocks.....

New Britain (Conn.) bank stocks

Albany (N. Y.) bank stocks 11,500.00 Atlantic Mutual Insurance Company's scrip Accrued interest Total assets of the company...\$14,949,520.98

LIABILITIES. Losses adjusted and not due..... Losses unadjusted, in suspense, waiting for further proof...... All other claims against the company for return premiums, 251,939.02 commissions, etc Amount necessary to reinsure outstanding risks 4,127,843.18

State of Indiana, office of Auditor of State. I, the undersigned, auditor of state of the State of Indiana, hereby certify that the State of Indiana, hereby certify that the State of Indiana, hereby certify that ment of the condition of the above-men- | ment of the condition of the above-mentioned company on the 31st day of December, 1902, as shown by the original statement, and that the said original state-

Total liabilities \$4,926,917.62

In testimony whereof, I hereunto subscribe my name and affix my offi-[SEAL.] cial seal this 15th day of January, 1903. W. H. HART, Auditor of State.

ment is now on file in this office.

secured as follows:

Copy of Statement of the Condition OF THE

UNITED STATES BRANCH OF THE

Assurance Co., Ltd.,

On the 31st day of December, 1902

Chicago, Ill. J. M. NEUBURGER, Manager. Home Office, London, England.

The amount of its United States deposit is\$200,000

The Assets of the Company in the United States are as follows: 586,600.00 Cash on hand and in the hands of agents or other persons \$120,472.22 U. S. government reg 378.875.00 Railroad bonds 488,186.25 State and municipal bonds...... 130,536.00 Debts for premiums 132,488.95 Total assets\$1,250,557.42

LIABILITIES. Losses adjusted and not due..... \$15,434.78 Losses unadjusted Losses in suspense, waiting for Amount necessary to reinsure outstanding risks 633,827.00 Total liabilities \$717,798.43 The greatest amount in any one risk,

I, the undersigned, auditor of state of tioned company on the 31st day of December, 1902, as shown by the original statement, and that the said original statement is now on file in this office.

State of Indiana, office of Auditor of State.

In testimony whereof, I hereunto subscribe my name and affix my offi-[SEAL.] cial seal this 22d day of January, 1903. . W. H. HART, Auditor of State.

COPY OF STATEMENT OF THE CONDITION OF THE

German American Insurance Company

On the 31st day of December, 1902.

It is located at No. 35 Nassau street, City of New York, N. Y.

The amount of its capital paid up is...... 1,000,000.00

The Assets of the Company in the Uni'ed States are as follows:

Cash on hand and in the hands of agents or other persons \$685,011.40

Portland, Oregon, Western Union Telegraph Company and other bonds..... 157,500.00

Railroad stocks 3,017,505.00
New York City Bank and Trust Company stocks 520,261.00
Consolidated Gas Company and other stocks 695,000.00

Debts for premiums 899,493.38

Total assets\$10,319,176.76

LIABILITIES

Losses unadjusted, losses in suspense, waiting for further proof 443,879.68

The greatest amount in any one risk...... \$325,000.00

I, the undersigned, auditor of state of the State of Indiana, hereby certify that the

All other securities, interest accrued...... 38,845.96

Bonds owned by the company, bearing interest at the rate of - per cent.,

Loans on bonds and mortgages of real estate worth double the amount for which the same is mortgaged, and free from any prior incumbrance....

Copy of Statement of the Condition

OF THE UNITED STATES BRANCH OF THE

Mercantile

Insurance Company

OF LONDON AND EDINBURGH On the 31st day of December, 1902

Its principal office in the United States is located at 76 William street, New York.

J. F. HASTINGS, Assistant Manager. The Assets of the Company in the United States are as follows:

E. G. RICHARDS, Manager.

Cash on hand and in the hands of agents or other persons and in bank \$783,227.58 Bonds owned by the company and bearing interest at the rate of - per cent., as per schedule filed 4,780,605.00 | Railroad stocks and bonds...... Interest accrued All other assets 4,881.10

Total assets\$5,621,676.18 LIABILITIES IN THE U. S. Losses adjusted and due \$33,361.67 Losses adjusted and not due 12,576.49 Losses unadjusted 301,402.52 Losses in suspense, waiting for outstanding risks 2,951,045.43

State of Indiana, office of Auditor of State. I, the undersigned, auditor of state of ment of the condition of the above-mentioned company on the 31st day of December, 1902, as shown by the original statement, and that the said original statement is now on file in this office. In testimony whereof, I hereunto sub-

Total liabilities\$3,349,432.86

scribe my name and affix my offi-[SEAL.] cial seal this 31st day of January, 1903. D. E. SHERRICK, Auditor of State.

Copy of Statement of the Condition

OF THE UNITED STATES BRANCH OF THE

London and Lancashire Fire Insurance Co.

On the 31st day of December, 1902

It is located at Nos. 57 and 59 William

street, New York City.

Home Office, Liverpool, England.

ARCHIBALD G. M'ILWAINE, Jr., Manager.

CHARLES E. DOX, Manager of Westers Department, Chicago, Ill. The amount of its capital is......\$10,637,500

The amount of its capital paid up is 1,063,750 The Assets of the Company in the United States

are as follows: Cash on hand and in the hands of \$343,229.34 agents or other persons...... Real estate unincumbered 300,000.00 Bonds owned by the company, bearing interest at the rate of per cent., secured as follows: United States bonds State, county and municipal bonds Other stocks and bonds Interest and rents due and accrued Debts otherwise secured 21,327.26

Debts for premiums 288,525.10 Total assets\$2,661,797.54 LIABILITIES. Losses adjusted and due, losses adjusted and not due, losses un-

adjusted, losses in suspense, waiting for further proof-Total company Amount necessary to reinsure outstanding risks 1,626,532.24 Total liabilities\$1,783,473.88 State of Indiana, office of Auditor of State.

I, the undersigned, auditor of state of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above-men-tioned company on the 31st day of December, 1902, as shown by the original statement, and that the said original statement is now on file in this office. In testimony whereof, I hereunto subscribe my name and affix my offi-[SEAL.] cial seal this 4th day of February,

D. E. SHERRICK, Auditor of State. COPY OF STATEMENT OF THE CONDITION OF THE TRADERS' INS. CO.

On the 31st day of December, 1902.

It is located at 160 La Salle street, Chicago. S. A. ROTHERMEL, Secretary. THIES J. LEFENS, President. The amount of its capital is..... The amount of its capital paid up is..... The Assets of the Company in the United States are as follows: Cash on hand and in the hands of agents or other persons \$206,987.23 Real estate unincumbered 31,993.84 Bonds owned by the company, bearing interest at the rate of - per cent., Railroad stocks and bonds 1,877,852.50 Debts otherwise secured Debts for premiums

All other securities Total assets :.....\$2,674,812.66 LIABILITIES. Losses adjusted and due, losses adjusted and not due, losses unadjusted, losses in suspense, waiting for further proof

Total liabilities\$1,009,875.79 The greatest amount in any one risk...... \$25,000.00 State of Indiana, office of Auditor of State. I, the undersigned, auditor of state of the State of Indiana, hereby certify that the above is a correct copy of the statement of the condition of the above-mentioned company on the 31st day of December, 1902, as shown by the original statement, and that the said original statement is now on file in this office.

In testimony whereof, I hereunto subscribe my name and affix my official seal this 9th day of February, 1903.

D. E. SHERRICK, Auditor of State. [SEAL.]

A Country Noted for Its High Culture and Education.

D. E. SHERRICK, Auditor of State.

Minneapolis Tribune.

tence and trodden under the heel of a ruthless despotism, the olden virtues still survive, though allowed little outward expres-

women that do not apply in like manner

of the European states. Ceded to Russia in 1809, against the armed protests of its people, its eight provinces have since that day constituted a Russian grand duchy, of which the Czar is head. Up to two or three years ago this duchy was an independent state, with its own parliament supreme in all local matters. The established church was Lutheran, but there was full religious

Now everything is changed. Russia has violated its solemn oath to allow self-government to Finland. Its constitutional rights, its religion, its olden customs, have been profaned, the press is muzzled and a ruthless censorship extending even to private letters has been instituted. The Russian language has been made compulsory in the schools and efforts are being made to Russianize the whole country. Two or three years ago the visitor to Helsingfors, the Finnish capital, found all its women clad in mourning as a token of their subverted liberties.

A still greater calamity now threatens the brave, cultured and interesting people. Last summer the crops of Finland were a total failure, and 400,000 of its inhabitants are starving. Hundreds have already died of hunger, and thousands are being just kept alive on bread made from straw, husks, bark and other innutritious ingredients. Unless relief comes at once the mortality will be appalling. The Finns in this moment of their dire calamity cannot make their distress known to the outside world. The press is in the thrall of a merciless censorship, and must remain dumb, and, as we have said, even private letters are opened. Those containing accounts of the ravages of the famine are suppressed, though now and then one reaches its des-

test too much.

sill of the White House.

contrary is the case. Not only the lady, but sometimes the gentleman doth pro

STARVING FINLAND.

Those of us who judge the Finns by the few emigrants of the lower class who come to our shores, have but a slight conception of their real character as a people. They have a long historical record as a brave, chivalrous liberty-loving nation, and now that they are deprived of national exis-

In no European country is education held in such high esteem as in Finland; in no other country do women share with men such perfect equality of opportunity. As a natural consequence, the Finnish women are the best educated in Europe. The two great universities, the lyceums, the schools of arts and sciences, admit the two sexes on equal terms, and they are eligible to the same degrees. In the government service there are as many women as men, and there are no moral standards set up for

If a country is to be judged by the status of its women, Finland is the most advanced

Russia has made some efforts for the re-

come from other parts of its widespread empire. One hundred thousand people per-ished in the great Finnish famine of 1867. The present famine is assuming far more formidable proportions, and the main of this unhappy people lies in contributions from outside lands of plenty and prosperity. In the name of our common humanity, let this hope be realized. THE COLOR QUESTION. The Peculiar View of Southern Whites

on "Social Equality."

the best good will in the world it could do but little, so many demands on its charity

Detroit Free Press (Dem.) This Southern childishness in relation to the social side of the race question can hardly be treated with patience. Even the Southern sympathizer, who believes that the South is a white man's country, that the stronger race must necessarily dominate and that all force bills and all measures to maintain a fictitious equality are unmixed evils-even one who sympathizes so ardently as this with the es-sential principles of Southern politics, cannot close his eyes to the ridiculousness of these outbursts of anger on the part of the South whenever a decent, welldressed negro appears in a public place. People of the North, who are quite as good as the people of the South, some-times meet negroes at receptions without having the bloom rubbed off their social prestige. The social standing of Theodore Roosevelt is, we think, quite as good as that of any Southern congressman, but Mr. Roosevelt is not constantly tormented by the fear that he will be thought no better than a "blue-gummed nigger" if a respectable negro happens to cross the

The trouble with this pretended aristocracy of the South is that it seems to be none too sure of itself. Its members behave as if they were fearful that if they once met a negro on terms of temporary equality they would never again be able to maintain their good breeding and social position. The women of the French court were accustomed to say that they could meet anybody and everybody because their position was so secure that they had nothing to worry about. Nobody was denied entrance to their salons on account of the meanness of his birth or the humbleness of his station. These aristocrats of aristocrats were sure of themselves and sufficient unto themselves. It was not necessary for them to stand on the hilltops and reiterate to all the world that they were better than so-and-so, and that so-and-so could never possibly be their social equal. In their scheme of things this went without saying. Something of the same attitude is maintained to-day by the members of the British aristocracy; it is maintained by all aristocracies and by all soclety that is sure of itself. The trouble with this sol-disant Southern aristocracy is that it is laboring under the superstition that it must constantly assert its social superiority to the negro lest the careless and uninformed assume that the

At Pan-American Exposition. - Seoson

Unlike Any Other!

The full flavor, the delicious quality, the absolute Purity of Lowney's Breakfast Cocoa distinguish it from all others.

No "treatment" with alkalies: no adulte ation with flour, starch or ground cocoa-shells: nothing but the nutritive and digestible product of the choicest Cocoa Beans. Ask Your Dealer for It.

SAWS AND MILL SUPPLIES.



MILL SUPPLIES OF ALL KINDS

lief of its starving subjects, but even with I Cimona for sore throat, lungs, pneum

Honor of Indiana met at the Grand Hotel vesterday afternoon to audit the books of the treasurer and found them correct. The Grand Lodge will hold a meeting at the K. of H. hall in the Century building to-day and there will be about one representative present from the various lodges in the

tion of officers, especially for grand dicta-tor. The principal candidates are A. P. Ritz, of Evansville; George W. Fender, of Logansport, and David Alexander, of Log-

above is a correct copy of the statement of the condition of the above-mentioned company on the 31st day of December, 1902, as shown by the original statement, and that the said original statement is now on file in this office. In testimony whereof, I hereunto subscribe my name and affix my official seal this 3d day of February, 1903.

State of Indiana, office of Auditor of State.

-States-Power to Arrest United States An officer of the United States army, acting in the discharge of his duty, in obedience to the orders of the secretary of war, who in turn is executing an act of Congress, is not subject to arrest on a warrant or order of a state court. If he is thus loing a work commanded by his superior officer, and is enjoined from proceeding by a state court, the issuance of such injunction being void, its disobdience by the officer is not a contempt of court, and his ar-

sort where the law is openly violated, to rest and detention therefor is without legal the offense of decency and good order, maintained in a residence district of a authority.-[119 Federal Rep. (Iowa, Judge McPherson), 231.] -Divorce-Collateral Attack of Decree.resident property owner to an injunction and damages. 2. The fact that plaintiff and others having similar interests agreed A wife agreed not to contest an action for divorce brought against her by her hus-band in North Dakota, he agreeing in turn together and with an attorney in writing to bring suits for said purpose and to share that, if he obtained the divorce, the decree the costs of suit, the attorneys to receive should contain a provision for the payment to her of a weekly amount of alimony for no fee unless successful, when their fee shall be equal to half of the damages, does her support. The decree contained the pronot constitute a defense to such resident vision stipulated. Held that, though the agreement was void as against public polowner's suit for damages and an injunccy, its invalidity cannot be raised in a col-4708. Coulter et al., executors, vs. Bradlateral attack on the decree in a suit afterley, special administratrix. Clinton C. C. Motion to advance overruled. wards brought by the wife in New York to recover installments due thereunder. If the 4630. Marsh vs. Marsh. Wells C. C. Approvision for weekly payment for support pellee granted thirty days additional time was inserted by collusion in order to obtain the decree, it was fraud upon the court, of

which both parties were equally guilty, and neither could object.-[70 N. Y. Supplement (Judge Kellogg), 579.] -Employes-Disobedience of Instructions .-Where a servant was employed for a year at a weekly salary, and after having been instructed on two occasions not to sign his own name to his employer's correspondence, persisted in doing so, and a month after receiving such instructions began a systematic and apparently deliberate course of signing his own name thereto, such disbedience constituted ample ground for his discharge before the expiration of the year.

-[113 N. Y. State Rep. (Judge Smith), 682.] -The Barber Kept on Clipping -A lawyer in Canton, O., has sued a barber and "practical hair cutter" for \$200 damages. He alleges that while he was asleep in a barber's chalr in the defendant's shop his hair was cut in "a very inartistic manner," so that he is "an object of ridicule among the practicing attorneys" of Canton. It is well for the defendant that he did not hold himself out as a "tonsorial artist." -[Law Notes for February.]

Grand Officers Meet.

The grand officers of the Knights of

There will be quite a contest in the elecrestraining defendant from using the word "Comfort" in the name of his paper, in the absence of proof that deception or confu-

upon the reassembling of court after | Sections 4290, et seq., the power of a city to sion actually resulted to his injury.—[119] nner, and before such dismissal had ac- assess the cost of improving the roadway | Federal Rep. (New York, Judge Hazel),